

STATE OF INDIANA)
) SS:
COUNTY OF ADAMS)

IN THE ADAMS CIRCUIT COURT

CAUSE NO. 01CO1-1309-

2013 SEP -4 AM 9:07
CLERK OF COURT
ADAMS COUNTY INDIANA

KERRY GIROD and BARBARA ROWLAND,)
)
Plaintiffs,)
)
vs.)
)
RORICK ELECTRIC, INC., THOMAS G.)
RORICK AND MELISSA K. RORICK,)
)
Defendants.)

COMPLAINT FOR DAMAGES

Kerry Girod and Barbara Rowland, by counsel, Barrett & McNagny LLP, and for their
Complaint against Rorick Electric, Inc., Thomas G. Rorick and Melissa K. Rorick, allege and say
as follows:

1. Kerry Girod is formerly an employee of Defendant and formerly resided in
Decatur, County of Adams, Indiana.
2. Barbara Rowland is formerly an employee of Defendant and resides in Wilshire,
Ohio.
3. Thomas G. Rorick is a resident of Adams County, Indiana.
4. Melissa K. Rorick is a resident of Adams County, Indiana.
5. Rorick Electric, Inc. does business in the State of Indiana and has its principal
place of business and office in Adams County, Indiana.
6. In or around 2005 of 2006, Defendant offered its employees to be in a SEP IRA
Plan with contributions being deducted from the employee's paychecks. A representative of the
company's plan, Joel Cochran, had Melissa Rorick write checks for the amount that had been

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deducted from the employee's paychecks up to that date. Thereafter, contributions were deducted by Defendants on a regular basis.

7. During the course of their employment, Plaintiffs discovered that none of the contributions that had been deducted from the employee's paychecks had been put in to the SEP IRA Plan.

8. Upon discovering what had happened with their contributions, Plaintiffs informed Thomas and Melissa Rorick, plan administrators, concerning the problem but no action was taken to correct the problem.

9. Additionally, in May of 2011, Plaintiffs and other employees received letters from AFLAC Insurance that their premiums had not been paid and that the employees would be dropped if the employees did not personally pay the premiums to date. However, Defendants had represented to Plaintiffs, and other employees, that the premiums for the AFLAC Insurance would be deducted from their paychecks on a weekly basis, and in fact, sums of money which were supposed to be paid by Defendants for AFLAC Insurance had in fact been deducted from Plaintiffs' paychecks but had not been utilized to pay the AFLAC Insurance premiums.

10. As a result of the actions of Defendants, and each of them, the Plaintiffs' earnings and pay have been wrongfully and intentionally misappropriated and such actions forced Plaintiffs to exit the IRA and have caused them significant loss of income and benefits, loss of retirement dollars, loss of interest and destroyed such Plaintiffs' retirement plans.

COUNT I - CONVERSION

11. Defendants, and each of them, have wrongfully, knowingly and intentionally exerted unauthorized control over the earnings, wages and property belonging to Plaintiffs.

12. The acts of the Defendants, and each of them, constitute theft as defined by Ind. Code §35-43-4-2 and other crimes against the person as defined by Indiana statute.

WHEREFORE, Plaintiffs demand judgment against Defendants, and each of them, in a sum equal to their actual damages, plus three times their actual damages, costs of this action, reasonable attorney fees, interest from the date of loss, and for other just and proper relief in the premises.

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